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8 Chapter 11 Trustee for the Bankruptcy Estate of
9 The Litigation Practice Group

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

12
13 In re:
14 THE LITIGATION PRACTICE GROUP P.C.,
15 Debtor.

Case No. 8:23-bk-10571-SC
Adv. Proc. No. 8:23-ap-01046-SC
Chapter 11

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**CHAPTER 11 TRUSTEE, RICHARD
MARSHACK'S MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR ORDER
APPROVING COMPROMISE OF
CONTROVERSY PURSUANT TO
FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9019 AS TO DEFENDANT
MAVERICK BANKCARD, INC.**

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Date: March 13, 2024
Time: 11:00 a.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 West Fourth Street
Santa Ana, California 92701

1 **TO THE COURT, HONORABLE SCOTT C. CLARKSON, OFFICE OF THE**
2 **UNITED STATES TRUSTEE, DEFENDANTS, AND ALL INTERESTED PARTIES:**

3 Plaintiff Richard A. Marshack, in his capacity as the Chapter 11 Trustee (“Trustee”) of the
4 Bankruptcy Estate (“Estate”) of The Litigation Practice Group P.C. (“Debtor” or “LPG”) hereby
5 submits this Motion for Order Approving Compromise of Controversy Pursuant to Federal Rule of
6 Bankruptcy Procedure 9019 (the “Motion”) In support of the Motion, Trustee submits the following
7 Memorandum of Points and Authorities and the Declaration of Jeremy B. Freedman, and respectfully
8 represents as follows:

9 **I.**

10 **INTRODUCTION**

11 By this Motion, Trustee seeks the Court’s approval of a Settlement Agreement (the
12 “Agreement”) with Maverick Bankcard, Inc. (“Maverick”). The Agreement requires Maverick to
13 release funds remaining in LPG’s Reserve (defined below) to Trustee; grants limited relief from the
14 automatic stay to allow Maverick to exercise rights to recoupment and/or set off; and allows Maverick
15 to file an unsecured deficiency Proof of Claim. Trustee believes approving the Agreement is in the
16 best interests of the Estate’s creditors because it will satisfy the pre-petition claims of a significant
17 creditor while providing for the recovery of Estate Property, both without the need for further
18 litigation or ongoing review by this Court.

19 **II.**

20 **BACKGROUND**

21 1. On March 20, 2023, Debtor filed a voluntary petition for relief under Chapter 11 of
22 the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California,
23 initiating Case No. 8:23-bk-10571-SC.

24 2. On May 8, 2023, Richard A. Marshack was appointed as Chapter 11 Trustee of
25 Debtor’s Bankruptcy Estate and assumed all authority to administer Debtor’s Estate in this case.

26 3. On May 25, 2024, Trustee filed his complaint for injunctive relief, fraudulent
27 conveyance and turnover initiating Adversary Proceeding No. 8:23-ap-01046-SC (“1046 Action”) as
28 to over forty defendants, including Maverick.

1 4. Maverick performed certain pre-petition merchant credit card and other payment
2 processing services for the Debtor, pursuant to that certain Merchant Account Application and
3 Agreement between Debtor and Maverick dated December 16, 2021 and that certain ACH Processing
4 Application and Agreement between Debtor and Maverick dated March 7, 2022 (collectively, the
5 “Merchant Agreements”).

6 5. The Merchant Agreements authorized and permitted Maverick to establish and
7 maintain a reserve (the “Reserve”) to cover certain of Debtor’s obligations under the Merchant
8 Agreements.

9 6. The Reserve was established pre-petition in the amount of \$628,343.18. In addition,
10 and before Maverick received any notice that the bankruptcy case had been initiated, it unknowingly
11 held an additional \$48,180.27 from credit and debit card transactions by Debtor’s clients that occurred
12 post-petition.

13 7. Maverick has a pre-petition claim against Debtor’s Chapter 11 Estate to the extent of
14 any unpaid and/or unrecouped client refunds, chargebacks and ACH returns by Debtor’s clients, on
15 credit card, debit card and ACH transactions with Debtor that occurred prior to the petition date, that
16 Maverick has been required to fund and return to Debtor’s clients since the filing of the bankruptcy
17 case (the “Maverick Claim”).

18 8. As of the date of the Agreement, the Maverick Claim is partially liquidated, and
19 partially contingent and unliquidated, as some of Debtor’s clients remain eligible to dispute
20 transactions with Debtor that occurred prior to the petition date.

21 9. The Maverick Claim is a secured claim to the extent of the Reserve, and a general
22 unsecured claim to the extent of any losses on pre-petition transaction that exceed the amount of the
23 Reserve.

24 10. The Court-ordered deadline for creditors to file a claim is February 23, 2024. Because
25 the deadline to file a claim falls before the Trustee’s Motion may be heard, Maverick reserves the
26 right to file a claim. [Bank. Dkt. No. 804 and 870]. In the event the Court grants Trustee’s Motion,
27 Maverick’s claim, if any, shall be deemed withdrawn and or amended according to proof by
28 Maverick.

11. The Parties wish to stipulate and agree to limited and precautionary relief from the automatic stay, if and as necessary, to allow Maverick to exercise its right of recoupment and/or setoff in respect to the Reserve, to apply funds in the Reserve to cover its losses on pre-petition transactions by Debtor's clients to date, and then to release any funds remaining in the Reserve to the Trustee.

III.

TERMS OF THE SETTLEMENT

12. The salient terms of the Settlement Agreement attached to the Declaration of Jeremy Freedman, concurrently filed herewith as **Exhibit A**, are as follows:

- a. This Agreement shall be effective on the date the Bankruptcy Court enter an order approving this Agreement (the “Effective Date”). Trustee agrees to promptly seek entry of an order approving this Agreement. Exhibit A at ¶ 1.
- b. As of the Effective Date, Maverick may recoup, setoff, or otherwise retain and apply funds in the Reserve to satisfy and pay the Maverick Claim to the extent that it is liquidated as of the Effective Date, and the automatic stay provided for under section 362(a) of the Bankruptcy Code, to the extent applicable, shall be modified solely to permit such recoupment and/or setoff, but shall otherwise remain in effect for all purposes. Exhibit A at ¶ 2.
- c. Promptly following the Effective Date, and following its recoupment and applications of funds as provided above, Maverick shall release and pay over to Trustee any and all funds remaining in the Reserve, consisting of, (a) the \$48,180.27 that Maverick unknowingly held post-petition, and (b) the difference remaining after the funds required to recoup the Maverick Claim, to the extent that it is fixed and liquidated as of the effective date, are deducted from the \$628,343.18 held in the Reserve as of the Petition Date. Exhibit A at ¶ 3.

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d. To the extent that any portion of the Maverick Claim that is currently contingent and unliquidated shall become fixed and liquidated after the Effective Date, Maverick shall have an unsecured claim and be required to file a timely Proof of Claim in the Bankruptcy Case. Exhibit A at ¶ 4.

e. The Court shall maintain jurisdiction over Maverick for the sole purpose of enforcement of the Preliminary Injunction until such time as the Court orders otherwise. Exhibit A at ¶ 9.

IV.

THE COURT IS AUTHORIZED TO APPROVE THE SETTLEMENT

10 13. The authority granted to a trustee to compromise a controversy or agree to a settlement
11 is set forth in Federal Rule of Bankruptcy Procedure 9019(a) (“Rule 9019”), which provides in
12 pertinent part that “[o]n motion by the [debtor in possession] and after hearing on notice to creditors
13 ..., the court may approve a compromise or settlement.” Under these circumstances, the decision of
14 whether a compromise should be accepted or rejected lies within the sound discretion of the court. *In*
15 *re Carson*, 82 B.R. 847, 852 (Bankr. S.D. Ohio 1987); *In re Hydronic Enterprise, Inc.*, 58 B.R. 363,
16 365 (Bankr. D. R.I. 1986); *In re Mobile Air Drilling Co., Inc.*, 53 B.R. 605, 607 (Bankr. N.D. Ohio
17 1985); *Knowles v. Putterbaugh (In re Hallet)*, 33 B.R. 564, 565 (Bankr. D. Me. 1983).

18 14. The Court of Appeals for the Ninth Circuit has long recognized that “[t]he bankruptcy
19 court has great latitude in approving compromise agreements.” *Woodson v. Fireman’s Fund Ins. Co.*
20 (*In re Woodson*), 839 F.2d 610, 620 (9th Cir. 1988). “The purpose of a compromise agreement is to
21 allow the [debtor in possession] and the creditors to avoid the expenses and burdens associated with
22 litigating sharply contested and dubious claims.” *Martin v. Kane (In re A & C Properties)*, 784 F.2d
23 1377, 1380-81 (9th Cir. 1986), cert. denied 479 U.S. 854 (1986). Accordingly, in approving a
24 settlement agreement, the court need not conduct an exhaustive investigation of the claims sought to
25 be compromised. *See United States v. Alaska National Bank (In re Walsh Constr., Inc.)*, 669 F.2d
26 1325, 1328 (9th Cir. 1982). Rather, it is sufficient that the court find that the settlement was negotiated
27 in good faith and is reasonable, fair, and equitable. *See In re A & C Properties, supra*, 784 F.2d at
28 1381.

1 15. The Court of Appeals for the Ninth Circuit has identified the following factors for
2 consideration in determining whether a proposed settlement agreement is reasonable, fair, and
3 equitable:

4 a. the probability of success in the litigation;
5 b. the difficulties, if any, to be encountered in the matter of collection;
6 c. the complexity of the litigation involved, and the expense, inconvenience, and
7 delay necessarily attending it;
8 d. the paramount interest of the creditors and a proper deference to their
9 reasonable views in the premises.

10 *In re A & C Properties, supra*, 784 F.2d at 1381.

11 16. A court should not substitute its own judgment for the judgment of the trustee. *Matter*
12 *of Carla Leather, Inc.*, 44 B.R. 457, 465 (Bankr. S.D. N.Y. 1984). A court, in reviewing a proposed
13 settlement, is not to decide the numerous questions of law and fact but rather to canvass the issues to
14 determine whether the settlement falls below the lowest point in the range of reasonableness. *In re*
15 *W.T. Grant & Co.*, 699 F.2d 599, 608 (2nd Cir. 1983), accord, *Newman v. Stein*, 464 F.2d 689, 693
16 (2nd Cir. 1972). The court should not conduct a “mini-trial” on the merits of the underlying cause of
17 action. *Matter of Walsh Const., Inc.*, 669 F.2d 1325, 1328 (9th Cir. 1982); *In re Blair*, 538 F.2d 849
18 (9th Cir. 1976). “It is well established that compromises are favored in bankruptcy.” *In re Lee Way*
19 *Holding Co.*, 120 B.R. 881, 891 (Bankr. S.D.Ohio 1990).

20 17. For all of the reasons set forth above and further explained below, Trustee believes the
21 Agreement is reasonable, fair and equitable, and in the best interests of the Estate and its creditors. A
22 review of the factors outlined below further supports approval of the Agreement.

23 **A. THE PROBABILITY OF SUCCESS IN LITIGATION**

24 18. Trustee does not anticipate litigation in this matter. Perhaps it makes the most sense to
25 frame this Motion as a settlement without a stipulated judgment. Proving the necessity of returning
26 to Trustee the excess LPG funds held by Maverick presents no difficulty, and avoiding the cost to the
27 Estate of doing so is the intent of this Motion. Maverick and Trustee are in full agreement about the
28 appropriate disposition of funds implicated by this Motion. There are no other interested parties and

1 Trustee does not anticipate any objection to the approval of the Agreement. Thus, this factor favors
2 approving the Agreement.

3 **B. DIFFICULTIES IN COLLECTION**

4 19. As noted, there are no remaining controversies in this matter between Trustee and
5 Maverick. Once the Agreement is approved, the parties fully intend to timely perform their
6 obligations under the Agreement as set forth herein. Barring any unforeseen obstacles, there should
7 be no difficulty in collections. Thus, this factor weighs in favor of approving the Agreement.

8 **C. COMPLEXITY OF LITIGATION**

9 20. The issues involved in the Agreement are straightforward. The amount held by
10 Maverick has been established through accounting records. See Declaration of Jeremy B. Freedman
11 at ¶ 3, Exh. B. The terms of chargebacks, disputed charges and insufficient funds are provided in
12 Maverick's service agreement with LPG. *Id.* at 4, Exh. C. The amount of the chargebacks, disputed
13 charges and insufficient funds reversals are further supported by the accounting records. *Id.* at 3, Exh.
14 B. As there is full agreement between Trustee and Maverick on all relevant facts as well as full
15 agreement on the appropriate disposition of the LPG estate funds, there is little to no complexity in
16 the issues presented. In fact, the Agreement is purposefully limited in scope so as to minimize the
17 possibility of unwarranted complications. As such, this factor weighs in favor of approving the
18 Agreement.

19 **D. BEST INTEREST OF CREDITORS**

20 21. Approving the Agreement is in the best interest of LPG's creditors because Trustee
21 will be recovering 100% of Debtor's assets held by Maverick after appropriate chargebacks are
22 deducted. Approving the Agreement, therefore, guarantees an infusion of capital to the Bankruptcy
23 Estate that will be distributed to Debtor's creditors without the need to expend Estate funds through
24 litigation. Trustee submits that the Agreement represents a valid exercise of his business judgment, is
25 fair and reasonable, and in the best interests of Debtor's creditors. Thus, this factor weighs in favor
26 of approving the Agreement.

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1 V.

2 **THE SETTLEMENT IS A RESULT OF GOOD FAITH AND ARMS' LENGTH**
3 **NEGOTIATIONS**

4 22. Trustee further submits that the Agreement results from a good faith and arms' length
5 negotiation between Trustee and Maverick. The Agreement is not the result of any collusion between
6 Trustee, Maverick, or any other party.

7 V.

8 **CONCLUSION**

9 23. The Trustee respectfully requests that the Bankruptcy Court enter an order providing
10 for the following relief:

11 a. Granting the Motion;

12 b. Approving the terms of the Agreement, a copy of which is attached as Exhibit 1 to the
13 Declaration of Jeremy Freedman filed concurrently herewith, and authorizing Trustee
14 to enter into the Agreement;

15 c. Authorizing Trustee to execute any documents or take any actions reasonably
16 necessary to effectuate the terms of the Agreement;

17 d. Withdraw or amend Maverick's general claim in the Bankruptcy matter, if any,
18 according to proof by Maverick; and

19 e. For such other relief as this Court may deem just and proper.

20 Respectfully submitted,

21 Dated: February 16, 2024

22 DINSMORE & SHOHL LLP

23 By: /s/ Jeremy B. Freedman

24 Christopher B. Ghio

25 Jeremy B. Freedman

26 Special Counsel to Richard A. Marshack,
27 Chapter 11 Trustee for the Bankruptcy
28 Estate of The Litigation Practice Group P.C.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, California 92101

A true and correct copy of the foregoing document entitled (specify): **CHAPTER 11 TRUSTEE, RICHARD MARSHACK'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDER APPROVING COMPROMISE OF CONTROVERSY PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019 AS TO DEFENDANT MAVERICK BANKCARD, INC.**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On February 16, 2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Keith Barnett on behalf of Defendant Payliance, LLC	keith.barnett@troutman.com kelley.wade@troutman.com
Eric Bensamochan on behalf of Interested Party Courtesy NEF	eric@eblawfirm.us G63723@notify.cincompass.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On February 16, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Tony Diab
1278 Glenneyre Street
Laguna Beach, California 92651

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on February 16, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA FEDERAL EXPRESS – JUDGE'S COPY

Honorable Scott C. Clarkson
United States Bankruptcy Court, Central District of California
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, CA 92701-4593

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 16, 2024 Nicolette D. Murphy
Date Printed Name

/s/ 
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.